

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Briarcliff Manor, Village of and Briarcliff Manor Policemens Benevolent Association, Inc. (PBA) (2002)**

Employer Name: **Briarcliff Manor, Village of**

Union: **Briarcliff Manor Policemens Benevolent Association, Inc. (PBA)**

Local:

Effective Date: **06/01/02**

Expiration Date: **05/31/05**

PERB ID Number: **7527**

Unit Size: **15**

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7527_05312005

VI / POL

Briarcliff Manor, Village Of And
Village Of Briarcliff Manor Pba Inc

AGREEMENT

between

VILLAGE OF BRIARCLIFF MANOR

and

**VILLAGE OF BRIARCLIFF MANOR
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.**

JUNE 1, 2002 through MAY 31, 2005

RECEIVED

SEP 15 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Briarcliff Manor 2002-2005 Agr

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 UNIT	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 RECIPROCAL RIGHTS	2
ARTICLE 4 BASE WAGE	2
ARTICLE 5 LONGEVITY	3
ARTICLE 6 OVERTIME	3
ARTICLE 7 UNIFORMS AND PERSONAL PROPERTY	5
ARTICLE 8 SAFETY	6
ARTICLE 9 HOLIDAYS	7
ARTICLE 10 VACATION	8
ARTICLE 11 EDUCATION AND TRAINING	9
ARTICLE 12 PERSONAL LEAVE WITH PAY	10
ARTICLE 13 BEREAVEMENT LEAVE	10
ARTICLE 14 SICK LEAVE	11
ARTICLE 15 HEALTH	12
ARTICLE 16 RETIREMENT	14
ARTICLE 17 DEATH BENEFITS	15
ARTICLE 18 AWARDS	16
ARTICLE 19 GRIEVANCES AND ARBITRATION	16
ARTICLE 20 NO STRIKE	17
ARTICLE 21 DEPARTMENTAL RULES, REGULATIONS, PROCEDURES AND PRACTICES	17
ARTICLE 22 JURY DUTY LEAVE	17
ARTICLE 23 GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE	18
ARTICLE 24 SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE	25
ARTICLE 25 SEPARABILITY	34
ARTICLE 26 LEGISLATIVE ACTION	34
ARTICLE 27 TERM OF AGREEMENT	34
APPENDIX "A" GML § 207-c APPLICATION & MEDICAL RELEASE	35

This Agreement is made this _____ day of May 2003 by and between the **VILLAGE OF BRIARCLIFF MANOR** (hereinafter "Village") and the **VILLAGE OF BRIARCLIFF MANOR POLICEMEN'S BENEVOLENT ASSOCIATION, INC.** (hereinafter "PBA"), collectively referred to as the parties.

ARTICLE 1

UNIT

This Agreement shall apply to the bargaining unit, which consists of all members of the Police Department of the Village of Briarcliff Manor, in the grades of Police Officer, Detective and Sergeant. The term "PBA member" as used herein shall mean any member of the bargaining unit.

ARTICLE 2

RECOGNITION

Section 1: The PBA, having presented appropriate evidence that it represents a majority of the employees in the above unit, is recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Village, in determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Agreement.

Section 2: The Village agrees that upon presentation of a dues deduction authorization card, signed by a PBA member, it will make monthly deductions from the wages of such PBA member in the amounts so designated on the authorization card as PBA membership dues and will remit such deductions to the PBA, together with a list of PBA members from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. A dues deduction authorization may be revoked at any time by written notice from the PBA member to the Village.

Section 3: The Village will make available to the PBA a bulletin board in the Police Department locker room for the posting of PBA notices of a non-controversial nature relating to meetings or other PBA business.

Section 4: Time off shall be granted to one PBA member designated as PBA delegate to attend related conferences and conduct other union business, with time off not to exceed four (4) work days per year.

ARTICLE 3

RECIPROCAL RIGHTS

Section 1: The Village, as a public employer, reserves all rights not specifically granted to the PBA under the Public Employees' Fair Employment Act or this Agreement.

Section 2: The PBA recognizes the right of the Village to manage, so long as such management is not in conflict with the terms and conditions of this Agreement; and the Village recognizes the right of the PBA to conduct its own affairs so long as such conduct does not interfere with the Village and the employees' responsibility to the Village. The Village and the PBA recognize the need to maintain the dignity of the labor of the individual and to administer their respective responsibilities so as to be impartial and fair to all employees and agree not to discriminate by reason of nationality, creed or race.

ARTICLE 4

BASE WAGE

- (a) Each PBA member shall be paid in accordance with the following Base Wage structure specified for classification, as follows:

<u>Step</u>		<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
1	Academy Rate *	\$26,000	\$26,000	\$26,000
2	Police Officer 5 th	\$47,087	\$48,794	\$50,563
3	Police Officer 4 th	\$55,973	\$58,002	\$60,105
4	Police Officer 3 rd	\$62,373	\$64,634	\$66,977
5	Police Officer 2 nd	\$66,965	\$69,392	\$71,907
6	Police Officer 1 st	\$70,112	\$72,654	\$75,288
	Detective(s) **	\$77,649	\$80,464	\$83,381
	Sergeant(s) ***	\$79,051	\$81,917	\$84,887

- * (b) The Base Wage of all newly appointed PBA members will be limited to \$26,000 until graduation from the training academy. Upon graduation from the training academy, a new PBA member shall receive Police Officer 5th salary. His/her anniversary date for the purposes of promotion shall be the date of hire.
- (c) A PBA member assigned to perform the duties of a classification higher than his/her regular classification shall be paid the rate for the higher classification, except where such assignment is for a period of less than one workday.
- (d) If a Detective assignment is temporary, salary will be prorated per diem at \$6.00 premium. A Detective Sergeant shall be paid at the same rate as a Sergeant.

- (e) A DARE and/or Youth Officer shall be designated by the Chief of Police. A one thousand seven hundred fifty dollar (\$1,750.00) stipend shall be paid in the third (3rd) pay period of each fiscal year to that employee.
- ** The Detective(s) shall be paid a differential of 10.75% over and above the Step 6 Police Officer 1st Base Wage salary.
- *** The Sergeant(s) shall be paid a differential of 12.75% over and above the Step 6 Police Officer 1st Base Wage salary.

ARTICLE 5

LONGEVITY

In addition to the salaries specified in Article 4 - Base Wage, eligible PBA members shall receive longevity pay based upon the number of completed years of service in the Department as follows:

<u>Completed Years of Service</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
Starting 8 th through 11 th Year	\$ 475.00/year	\$ 505.00/year	\$ 550.00/year
Starting 12 th through 15 th Year	\$ 775.00/year	\$ 805.00/year	\$ 850.00/year
Starting 16 th through 19 th Year	\$1,025.00/year	\$1,055.00/year	\$1,100.00/year
Starting 20 th and Above	\$1,225.00/year	\$1,255.00/year	\$1,300.00/year

Longevity pay shall be prorated and included in regular salary payments.

ARTICLE 6

OVERTIME

Section 1: Overtime, at the rate of time and one-half (1.5X), shall be paid for all hours worked over eight (8) per day or in excess of the scheduled tour.

Section 2: Time and one-half (1.5X) shall also be paid for all call backs relating to police duties outside regular scheduled work hours and there shall be a minimum call back of four (4) hours for such purposes.

Section 3: Each PBA member shall have the option of taking up to five (5) days per year of accumulated overtime as compensatory time off which shall be taken at such time as approved by the Chief of Police at a rate of time and one-half (1.5X), but scheduled so as not to result in overtime. All other overtime pay must be taken in pay.

Section 4: No overtime shall be paid or credited for compensatory time when the additional time is worked when swapping a tour or part of tour with another PBA member. If the member is required to remain following such a tour, for police functions, overtime shall be paid.

Section 5: If a PBA member cannot serve his/her tour of duty during non-Village business hours, an attempt will be made to replace this member to provide normal staffing. This will normally be accomplished by holding over a police officer from the previous shift. If a Sergeant is not available, a police officer serving in that capacity shall be paid at the Sergeant's rate.

Section 6: All overtime, except that in Section 5, shall be approved by the Chief of Police in advance. When the Chief of Police is not available, the senior officer on duty can authorize the overtime, subject to review and ratification by the Chief of Police.

Section 7: Overtime for the Detective shall be handled differently than for police officers and Sergeants, although paid at the same rate. In the event the Detective works in excess of eight (8) hours in a day, the Chief of Police may schedule the Detective to take an equivalent time off, and the Detective will be paid overtime only in the event he/she works in excess of eighty (80) hours in two (2) consecutive weekly tours. The Detective shall work uniformed overtime for a police officer only when a police officer cannot fill the shift and the Detective shall work uniformed overtime for a Sergeant only when a Sergeant is not available and the Detective is available according to the system in effect for overtime selection.

Section 8: The Chief of Police shall make a reasonable attempt to distribute overtime evenly among the PBA members, where feasible, and the PBA shall maintain records of the distribution of overtime, which shall be used as the basis of overtime selection.

Section 9: In coordination with other activities in which the entire Department is required to participate, two (2) periodic meetings per year, not to exceed one (1) hour in duration, may be called by the Chief of Police. No payment shall be made for attendance at these meetings.

Section 10: When training sessions are held, those not on duty shall be paid at the regular rate rather than at the overtime rate, except that when the training period is less than eight (8) hours, overtime shall be paid. However, if more than five and one-half (5 ½) hours are required, a minimum of eight (8) hours shall be paid at the regular rate.

Section 11: Staffing shall consist of not less than three (3) police officers on all tours, of which the Chief of Police, Lieutenant and Detective shall not be counted as more than one (1). Overtime shall be used to maintain this staffing, if necessary. Any newly appointed PBA member who has not graduated from the training academy shall not be counted toward satisfying this condition.

Section 12: The Village shall provide PBA members with a minimum of ninety-six (96) hours notice regarding a reassignment of shift change unless waived by the PBA member.

ARTICLE 7

UNIFORMS AND PERSONAL PROPERTY

Section 1: Uniforms. There shall be an annual uniform allowance to be paid to each PBA member, by separate check, in the fourth (4th) regular payroll check each fiscal year as follows:

6/1/02
\$650.00

6/1/03
\$675.00

6/1/04
\$700.00

This sum shall be used for the purchase of uniform items. Purchases shall be from official suppliers, if that be required.

When reporting for duty, each PBA member shall appear in the complete uniform where specified, which shall be kept neat, clean and in good repair.

The following items of equipment shall be furnished by the Village and shall not be required to be purchased by PBA members from uniform allowances:

Pistol
Holster
Pistol Belt
Bullet and Handcuff Case
Handcuffs
Mace and Mace Holder
Night Stick
Whistle
Riot Helmet
Bullets
Protective Vests

A newly appointed PBA member shall receive, in lieu of the annual uniform allowance, a complete new uniform including serviceable equipment, and a uniform allowance of five dollars (\$5.00) per month until the end of the fiscal year in which he/she is appointed.

Section 2: In the PBA member's year of retirement, the annual uniform allowance shall be prorated at the rate of twenty-five dollars (\$25.00) for each month of service in that year.

Section 3: **Clothing Inspection** - A clothing inspection shall be conducted annually prior to July 31st for which each PBA member shall be required to own the following serviceable items:

- | | |
|----------------------------|----------------------|
| 1 - Blouse | 1 - Rain Cover (Cap) |
| 1 - Winter Coat | 1 - Pair of Boots |
| 2 - Trousers | 4 - Collar Insignias |
| 3 - Long Sleeve Shirts | 1 - Tie Clasp |
| 3 - Short Sleeve Shirts | 2 - Name Tags |
| 2 - Caps (summer & winter) | 2 - Ties |
| 1 - Raincoat | |

Should a PBA member not have all of the above items in serviceable condition, he/she shall be required to purchase replacement items from his/her annual uniform allowance.

Section 4: **Personal Property.** The Village agrees that if any PBA member, while on duty, sustains damage to or destruction of any of his/her personal property, excluding uniforms, as a result of carrying out his/her duties, the Village shall repair or replace said property up to a maximum of three hundred dollars (\$300.00) per fiscal year.

Section 5: Any major uniform change that will cost a PBA member more than ten percent (10%) of his/her clothing allowance will be paid for by the Village.

Section 6: The Village agrees to replace body armor every five (5) years or at the lifespan period recommended by the manufacturer, whichever is greater.

Section 7: A cleaning allowance shall be paid to each PBA member annually on the first (1st) payday in September as follows:

<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
\$500.00	\$525.00	\$550.00

ARTICLE 8

SAFETY

The Village agrees to keep all equipment and facilities inspected and maintained in an operative condition such that said equipment and facilities shall be safe and prevent no undue hazard.

ARTICLE 9

HOLIDAYS

Section 1: Holiday Compensation - In the first (1st) salary payment in the month of June, a special payment for six (6) holidays shall be included; a payment for the remaining seven (7) holidays shall be made in the last salary payment in the month of November. Such payment shall be at the rate of one (1) day's pay (at the rate in effect at the time of payment) for each of the following holidays whether worked or not worked during the calendar year:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
3 Religious Holidays (e.g., Christmas)

Section 2: Special Holiday Compensation - If a PBA member works on any of the following holidays, that member shall receive an additional half day's pay:

New Year's Day
Easter
Independence Day
Thanksgiving
Christmas

If a PBA member works any of the tours on overtime, that member shall receive an additional full day's pay for such work.

Section 3: Non-Holiday Premium Compensation - If a PBA member works on any tour of duty as listed below, that member shall receive an additional half day's pay:

New Year's Eve	4:00 p.m. to 12:00 midnight tour
Christmas Eve	8:00 a.m. to 4:00 p.m. tour
	4:00 p.m. to 12:00 midnight tour

If a PBA member works any of the tours on overtime, that member shall receive an additional full day's pay for such work.

Section 4: Holidays for Detective - The Detective shall be allowed to take three holidays without payment. Normally these would be:

New Year's Day
Thanksgiving Day
Christmas

ARTICLE 10

VACATION

Section 1: All PBA members who are Police Officer 2nd or higher shall receive twenty (20) days vacation each calendar year. Police Officer 4th and 5th shall receive ten (10) days vacation each calendar year; and Police Officer 3rd shall receive fifteen (15) days vacation each calendar year. After completion of fifteen (15) years of service, all PBA members shall receive an additional week of vacation (i.e., twenty-five (25) days each calendar year).

Section 2: For those PBA members hired after June 1, 1993, vacation shall be earned and calculated on the following basis:

- (a) Starting with the member's hiring date, he/she shall earn vacation at the rate of five-sixth of one day ($5/6$ of 1 day) per month until he/she is promoted to Police Officer 3rd. This results in ten (10) days vacation accrued per year.
- (b) Police Officer 3rd shall earn vacation at the rate of one and one-quarter ($1 \frac{1}{4}$) days per month until he/she is promoted to Police Officer 2nd. This results in fifteen (15) days vacation accrued per year.
- (c) Police Officer 2nd and 1st shall earn vacation at the rate of one and two-thirds ($1 \frac{2}{3}$) days per month of employment until completion of his/her fifteenth (15th) year of service. This results in twenty (20) days vacation accrued per year.
- (d) Upon completion of the PBA member's fifteenth (15th) year of service, he/she shall earn vacation at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per month of employment. This results in twenty-five (25) days vacation accrued per year.

Section 3: A departmental vacation schedule shall be posted by the end of the first (1st) week of December, and by order of rank, and within ranks, by order of seniority, each PBA member shall select his/her first two one-week vacation periods. After all PBA members have made their first two one-week selection, each PBA member, in the same order, shall select up to two (2) more remaining vacation periods, so that the most junior police officer in time of service

shall make his/her first selections prior to the more senior officer making his/her second selections. Subsequently, those eligible for a fifth (5th) week shall select that period, also based on rank and seniority. Each PBA member may opt to substitute individual days for one of the above selected week blocks. The number of PBA members of any one rank who may be on vacation at any one time shall be determined by good police practice in accordance with Departmental Administrative procedures.

Section 4: PBA members may carry over into the following calendar year up to two (2) weeks of vacation. Upon termination of employment, any unused vacation shall be paid in cash.

Section 5: PBA members with a least ten (10) years of service may opt to receive up to two (2) weeks' payment in cash in lieu of vacation; members with at least five (5) years of service may opt to receive up to one (1) week's payment in cash in lieu of vacation.

ARTICLE 11

EDUCATION AND TRAINING

Section 1: The policy of the Village is to encourage PBA members to take training and/or educational courses or pursue a degree in Criminal Justice, Police Science, Business Administration, with a specialization in management, Police Justice Administration, Psychology, Law, Computer Science, foreign language relevant to the community or other course(s) or studies approved by the Chief of Police. The taking of required course(s) or electives, tuition, costs and fees required of students, including books, to satisfy the requirements of a degree, course(s) or training as set forth herein, shall also be entitled to reimbursement by the Village. A PBA member may submit in writing to the Chief of Police to take training and/or educational course(s) not listed herein for approval. The Chief of Police's determination with regard to this request shall be final and binding and not subject to Article 19 – Grievances and Arbitration.

The maximum amount to any PBA member each contract year shall be three thousand four hundred fifty dollars (\$3,450.00). The PBA member shall be responsible for any amount incurred above the maximum reimbursement set forth herein. Payment shall be made within thirty (30) calendar days after submission to the Village using its voucher system and proof of a passing grade, or pass if the course(s) or training is using only a pass/fail marking system. In the event there are courses available using a grading system, the PBA member shall not sign up for the same course using pass/fail. In the event a grade of "B" or better is not attained, subsequent reimbursement shall be reduced to ninety percent (90%) of the costs and/or fees for the following semester, course(s) or training taken until a "B" or better is attained. In the event of a failing grade, that PBA member shall not receive any reimbursement for the subsequent course or courses taken, regardless of the subject matter of the course or courses. The member shall then be reimbursed for the course or courses taken after receiving a passing grade, or if a pass/fail system is used, a pass grade is received.

All PBA members shall make their best efforts to notify the Chief of Police in January of each year of their intent to take training and/or educational courses in preparation for the ensuing budget year. In the event the notification is provided after January, the PBA member shall provide the Chief of Police the circumstances explaining why the notice was not provided as set forth herein. The failure to provide notice, as set forth herein, shall not be grounds for denying each PBA member the maximum amount available under this Article.

A PBA member who separates from employment within one (1) full year after reimbursement has been made shall be required to reimburse the Village fifty percent (50%) of the payment(s) made during that one (1) year prior to the date of separation.

Section 2: The PBA members who maintain designation as an Emergency Medical Technician-Defibrillator (EMT-D) shall receive a stipend in each fiscal year such status is maintained, to be paid in the third (3rd) payroll payment of the fiscal year as follows:

<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
\$550.00	\$575.00	\$600.00

ARTICLE 12

PERSONAL LEAVE WITH PAY

The Village Manager shall have the authority, upon recommendation of the Chief of Police, to grant a limited amount of "personal" leave for urgent or scheduled business, not to exceed five (5) workdays in any calendar year. Any request for personal leave must, except in emergency making it impossible to do so, be made forty-eight (48) hours in advance and define its nature. Personal leave for Sergeants shall be charged at an hour-for-hour basis, due to varying lengths of their tours, but not less than the length of an entire tour.

The personal leave provided for above may be taken, upon request without giving any reason, on either side of not more than two (2) vacation periods, provided, however, that not more than one (1) such day may be taken with any vacation period.

ARTICLE 13

BEREAVEMENT LEAVE

Section 1: In case of death in the immediate family of the PBA member, or that of his/her spouse, the PBA member shall be entitled to four tours of emergency leave with pay per event. "Immediate family" shall mean parent, guardian, wife, husband, brother, sister, grandparent, child or other relative residing with the PBA member. One (1) tour of duty shall be permitted in the case of the death of an aunt or uncle.

Section 2: Since tours may be as long as sixteen (16) hours, and may consist of eight (8), ten (10), twelve (12) or sixteen (16) hours, a limit of thirty-six (36) hours is established per bereavement-qualifying event.

ARTICLE 14

SICK LEAVE

Section 1: The Village will provide wage continuation on regularly scheduled working days for each PBA member who is unable to work because of accident or sickness, for a period not to exceed the number of days of benefits the PBA member has accumulated under the provisions of the plan described in this Article.

Section 2: Each PBA member shall be credited with one (1) day of benefit for each month of employment in the Department, from which credited days there shall be deducted the number of days the PBA member was absent from work due to inability to work because of illness or accident. Unused benefits shall have an unlimited accumulation. An annual tabulation of accumulated sick time shall be provided by the Village.

Section 3: PBA members hired on or before May 31, 1997 shall be paid upon retirement for accumulated sick leave at the rate of two (2) days for every three (3) days up to a maximum of one hundred and ninety-five (195) days. In the event of termination of employment prior to retirement, no payment shall be made for accumulated sick time. Payment may be paid in equal increments over the last year of employment or in lump sum at the time of retirement.

Section 4: PBA members hired on or after June 1, 1997 shall be paid upon retirement for accumulated sick leave at the rate of one (1) day for every two (2) days up to a maximum of one hundred ninety-five (195) days.

Section 5: To establish eligibility for benefits, a PBA member may be required to show evidence, which in the Village's judgment is satisfactory, to demonstrate that the PBA member was prevented by accident or sickness disability from performing his/her normal work assignments. Such satisfactory evidence may include an attending physician's statement attesting that the PBA member's disability precludes the PBA member from performing regular work assignments and/or the Village at its expense and discretion may have a physician of its own choice examine any PBA member who seeks benefit payments to determine if the member was not able to perform regular work assignments.

Section 6: The Village may also undertake to verify whether the PBA member is sick by having the home of the absent member visited or otherwise checked.

Section 7: PBA members found to be using sick leave for other purposes shall be subject to disciplinary action.

ARTICLE 15

HEALTH

Section 1: The Village agrees to provide health insurance coverage for the PBA member and his/her family (if applicable). The Village shall provide medical benefits (family/individual) under the Empire Plan (Core Plus Medical and Psychiatric Enhancements) for all employees in the bargaining unit. The Village may change health insurance carriers, which term shall include self-insurance, for employees in the bargaining unit subject to the following:

- (a) Coverage must provide benefits equal to the coverage provided under the then current Empire Plan (Core Plus Medical and Psychiatric Enhancements). Coverage under this provision may include self-insurance.
- (b) Any contemplated changes in carrier (including self-insurance) and/or coverage, must notify the PBA at least ninety (90) days prior to implementation.
- (c) In the event the PBA believes that a change in coverage is in breach of this Article, the dispute shall be submitted to arbitration pursuant to Article 19 - Grievances and Arbitration of this Agreement.
- (d) The Village shall maintain continuity of coverage.

Section 2: After retirement, the Village agrees to provide coverage, as outlined in Section 1, at no cost to the PBA member or his/her family. Said coverage shall continue notwithstanding the death or incapacity of the PBA member. Coverage shall cease for children when they reach age nineteen (19), or until they reach age twenty-five (25) if enrolled in an accredited educational institution on a full time basis, and for a spouse who remarries. All retiree family members must re-enroll annually.

Section 3: A provision allowing the PBA member to opt to receive a cash payment in lieu of certain coverage defined in Section 1 above is provided as follows:

- (a) Any PBA member who is also covered by a different health insurance plan may, at such member's option, notify the Village in writing that he/she is electing to decline all or part of the Village-paid health insurance coverage for which the member is eligible during each fiscal year.
- (b) Any PBA member may opt to choose to participate in a Health Maintenance Organization and will be eligible for a cash incentive amount equal to one-half (1/2) of the difference in premium from the Empire Plan or equivalent health insurance plan. The member may

also opt to decline certain other forms of insurance that are currently offered by the Village. To do so, the member must prove he/she is covered by equivalent health insurance elsewhere, except that it is not necessary to prove eligibility in another plan to decline dental coverage. Notice must be given by February 15th each year to receive an optional payment for waiving coverage. The member would cease to be covered by June 1st of that year. The Village shall reimburse such member by July 1st for declined coverages on the basis of half (1/2) the cost to the Village for any of the following: 1) health insurance, 2) dental coverage, 3) opting for single if eligible for family health coverage, and/or 4) substituting an HMO for health insurance.

- (c) Any PBA member who elects to receive such a cash payment may, at any time during the fiscal year for which said payment was made in advance to him/her, send written notice to the Village that he/she wishes to resume health coverage by the Village's carrier. In such event, the member's coverage by the Village's carrier shall begin within thirty (30) days after such notification by the member, provided the member repays to the Village the prorated portion of the cash payment previously received.
- (d) The Village shall allow PBA members to waive or decline coverage during any fiscal year. Members whose coverage status changes from single to family during the fiscal year and who wish to decline the additional coverage for the remainder of the fiscal year may do so by appropriate notice. Members who have received cash payments for declining family coverage and who become ineligible for family coverage during said fiscal year shall repay the Village the prorated portion of the cash payment previously received for said waiver. Declinations shall be valid for one (1) fiscal year only and, failing a new declination for the following fiscal year, the member shall automatically be re-enrolled in the Village-provided health insurance plan.
- (e) Any cash payments made to any PBA member are subject to tax deductions mandated by the federal tax laws. These monies will be reflected in the member's W-2 federal tax form.

Section 4: Those PBA members hired after June 1, 1991 shall be subject to a deduction of \$500 per year in each year until the rank of Police Officer 1st is achieved to partially reimburse Village health insurance premiums.

Section 5: The Village shall provide a family dental insurance plan which shall be subject to a 20% deductible on covered expenses with limits as follows:

	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
Individual	\$2,075.00/yr.	\$2,100.00/yr.	\$2,125.00/yr.
Family	\$3,075.00/yr.	\$3,100.00/yr.	\$3,125.00/yr.
Lifetime Orthodontics	\$2,925.00	\$2,950.00	\$2,975.00

Claims shall be processed within thirty (30) days of submission.

Section 7: The Village shall provide a family optical plan which shall be subject to a twenty per cent (20%) deductible on covered expenses, except that a twenty dollar (\$20.00) credit shall be granted against the deductible if no claim is filed under the Optical Plan for Vision Analysis. The following schedule shall apply:

		<u>Maximum Reimbursement Allowable each Calendar Year</u>		
		<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
1.	Vision Analysis (Inc. Vision Survey):	\$ 90.00	\$100.00	\$115.00
2.	Glasses & Frames:			
	(a) Single vision lenses and frames	\$240.00	\$250.00	\$265.00
	(b) Bifocal lenses and frames	\$310.00	\$320.00	\$335.00
	(c) Trifocal lenses and frames	\$360.00	\$370.00	\$385.00
	(d) Lenticular lenses and frames	\$360.00	\$370.00	\$385.00
	(e) Contact lenses	\$300.00	\$310.00	\$325.00
3.	Corrective Eye Surgery	\$550.00	\$600.00	\$650.00

ARTICLE 16

RETIREMENT

The Village shall provide benefits of the 20-year Career Plan (Section 384-d) of the New York State and Local Police and Fire Retirement System, with final year average benefits under Section 302-9-d.

ARTICLE 17

DEATH BENEFITS

Section 1: Each PBA member shall furnish the Village with the name(s) of a beneficiary to whom the Village shall, in the event a PBA member dies, pay all unused and accrued vacation time, overtime, holiday pay and all other payments which may be due under this Agreement. In the absence of such a named beneficiary, said payments shall be made to the deceased PBA member's estate or legal representative. The Village shall pay all sums due the deceased member within thirty (30) days of such death.

Section 2: The Village shall pay the cost of maintaining death benefits to the extent the New York State and Local Police and Fire Retirement System sets forth such elections under the various Tier plans to provide for payment of three times (3X) the annual salary of the deceased PBA member.

Section 3: The Village shall pay the cost of maintaining \$10,000 ordinary life insurance and \$10,000 term insurance on the life of each PBA member through (provide carrier's name). If the individual member should select \$20,000 in term insurance in lieu of this benefit, \$10,000 term insurance will be maintained upon retirement in lieu of coverage provided in Section 5 below. The Village may elect to provide the same life insurance benefits as provided herein with another plan provider. The Village shall provide written notice to the PBA President at least thirty (30) calendar days prior to the change. In the event the PBA determines that the life insurance plan change does not provide the same level of benefits, the Village shall not be permitted to implement any change until such time that the matter has been resolved through expedited binding arbitration, pursuant to the rules of the American Arbitration Association (AAA).

Section 4: The Village shall pay the cost of maintaining the following schedule of declining insurance on the life of each PBA member who retired between June 1, 1986 and May 30, 1993:

<u>Age</u>	<u>Amount</u>
Age at Retirement - 70	\$10,000
70 - up	\$ 5,000

Section 5: The Village shall pay the cost of maintaining the \$10,000 ordinary life insurance policy in force for each PBA member who retires after June 1, 1993. If no ordinary life insurance policy is in force for the member at retirement, declining term insurance on the member's life shall be paid in accordance with the schedule in Section 4 above.

ARTICLE 18

AWARDS

Suggestions for improvements in methods used in the operation and maintenance program are always welcome, as are suggestions for reducing costs of the program. PBA members having such suggestions may submit them in writing to the Village Manager for consideration for cash awards. Suggestions will be reviewed as received by a committee consisting of the Chief of Police, Village Manager, PBA President and one (1) person from the PBA membership. Recommendations for cash awards ranging from ten dollars (\$10.00) to one hundred dollars (\$100.00) will be made to the Village Board for suggestions consistent with the merit and value of the suggestions.

ARTICLE 19

GRIEVANCES AND ARBITRATION

Any PBA member, or the PBA, has the right to and may talk to the Chief of Police about any questions or problems that may arise. A grievance shall be filed no later than thirty (30) calendar days after the PBA or the PBA member becomes aware of the violation. If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedure:

STEP 1 - CHIEF OF POLICE

A grievance of a PBA member shall first be discussed with the Chief of Police and the PBA member designated by the PBA to handle grievances. If the grievance is not settled within fifteen (15) working days after presentation, it may be taken to Step 2.

STEP 2 - VILLAGE MANAGER

If not settled at Step 1, the grievance may be presented at a meeting of the Chief of Police, Village Manager, the PBA member, the member designated by the PBA to handle grievances, and such other representatives as the PBA and Village may choose to have present. If the grievance is not settled within fifteen (15) days of the presentation at this Step, it may, provided the matter involves the application or interpretation of the terms of this Agreement, be submitted to Step 3 - Arbitration.

STEP 3 - ARBITRATION

Should any difference arise between the Village and the PBA and/or PBA members concerning the meaning, application or interpretation of this Agreement, which remains unresolved after presentation to and processing through the grievance procedure, either the Village or PBA may submit such difference to arbitration by serving notice on the other within thirty (30) days following completion of Step 2 of the grievance procedure.

The arbitration shall be conducted by an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to arbitration, the American Arbitration Association (AAA) shall be requested to name an arbitrator under its rules and procedures.

The fees and expenses of the arbitrator shall be borne equally by the parties. The Village and the PBA shall bear the expenses of their respective witnesses and any other expenses they may incur.

The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE 20

NO STRIKE

The PBA, for itself and on behalf of the PBA members it represents, re-affirms that it does not have the right to strike and agrees not to engage in a strike nor cause, instigate, encourage or condone a strike.

ARTICLE 21

DEPARTMENTAL RULES, REGULATIONS, PROCEDURES AND PRACTICES

The PBA and the Village understand and intend that all Departmental rules, regulations and procedures existing, or properly adopted hereafter, shall apply to this Agreement and may be used to implement its provisions. All benefits and working conditions written into previous Agreements shall continue unless altered by agreement and specifically amended by this Agreement.

ARTICLE 22

JURY DUTY LEAVE

Section 1: In the event an employee is noticed and required to appear for Jury Duty, and that employee is scheduled to work, he/she shall be released with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police, or designee.

Section 2: In the event an employee is required to appear for Jury Duty on a scheduled day tour only and is released with three (3) or more hours remaining on that tour, that employee will notify the Chief of Police, or designee, for determination to report back to the day tour assignment.

Section 3: In the event an employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not report for his/her regularly scheduled tour of duty.

Section 4: All fees paid to the employee shall be endorsed over to the Village. However, any reimbursement, such as but not limited to mileage, tolls, parking and/or meals, paid for while on Jury Duty, shall be retained by the employee.

ARTICLE 23

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Village of Briarcliff Manor

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) **Village:** The Village of Briarcliff Manor
- b) **Chief:** The Chief of Police of the Village of Briarcliff Manor
- c) **Claimant:** Any Police Officer of the Village of Briarcliff Manor who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- d) **Claims Manager:** The individual designated by the Village who is charged with the responsibility of administering the procedures herein.

- e) **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. A full-time employee receiving Section 207-c benefits shall continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement for a period of six (6) months in any calendar year. Thereafter, that full-time employee shall receive his/her Base Wage, longevity, stipends (e.g., EMT, etc.) and health insurance until their return to work at which time they will continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves named herein.

Section 3. Application for Benefits

1. Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written incident report with the Chief and Claims Manager within thirty (30) calendar days of becoming aware of the injury or illness. Upon sufficient reason, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required thirty (30) calendar days.

2. The incident report shall include, to the extent practicable, the following information:

- (a) the time, date and place of the incident;
- (b) a statement of the facts surrounding the incident;
- (c) the nature and extent of the Claimant's injury or illness; and
- (d) the name of any possible witnesses to the incident.

3. Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within thirty (30) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using official application form(s), which shall include the following information:

- (a) the time, date and place where the injury or illness producing incident occurred;

- (b) a detailed statement of the particulars of the incident;
- (c) the nature and extent of the Claimant's injury or illness;
- (d) the Claimant's mailing address;
- (e) the names of any potential witnesses; and
- (f) the name and address of all of the Claimant's treating physicians.

4. The Claims Manager may excuse the failure to file the application within the thirty (30) calendar day period, upon a showing of good cause.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits. The Claims Manager shall provide his/her determination within thirty (30) calendar days after receiving the application for benefits.

2. The Claims Manager shall have the authority to:

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
- (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the Village and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, Village and the Chief within three (3) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 11 of the procedures herein.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the claimant shall use paid leave in the following order:

- (a) Personal Leave
- (b) Compensatory Time
- (c) Holidays
- (d) Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines. If the Claimant is granted Section 207-c benefits, the leave time used shall be credited back to the Claimant.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. An employee who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.

2. Medical Reports - All physicians, specialists and consultants treating a Claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical

reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

3. Payment for Medical and Related Services - A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than \$150.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 7. Light Duty Assignments

1. Any Claimant receiving Section 207-c benefits who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability occurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform certain specified light duty. Any Claimant deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

2. A Claimant who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical documentation, the parties agree that the matter shall proceed to arbitration pursuant to Section 11 (1) Hearing Procedures herein. The fees and expenses of that physician shall be paid equally by the parties.

3. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light duty based upon conflicting medical documentation, until it is determined whether the employee is capable of performing the light duty as set forth in section 2 above. Where a determination has been made that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that employee's 207-c status shall be discontinued.

4. An employee who returns to light duty shall be scheduled to the same hours of the day tour of duty. The employee shall not be scheduled to work more days than the employees performing patrol duties.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (a) requiring recipient to undergo medical examination by physician or medical providers chosen by the Claims Manager;
- (b) requiring recipient to apprise the Claims Manager as to their current condition; and
- (c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Claimant and the Chief. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive 207-c benefits.

Section 11. Hearing Procedure

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected in accordance with Article 19 - Grievances and Arbitration of this Agreement. The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Arbitrator may cause a transcript to be made. The Claimant and the Village agree to share equally the costs of the transcript. After the hearing, the Arbitrator shall render a determination, which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties.

2. In the event there is a medical dispute between the employee's doctor and the Village's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree that the matter shall proceed to arbitration as set forth above. The fees and expenses of the arbitrator shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Village for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Village, the Claimant shall repay such benefits received to the Village, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Claimant who is receiving medical treatment while working shall make every effort to schedule such medical examinations or treatment during non-work hours.

2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

4. After returning to full duty from a Section 207-c injury and/or illness, a claim for benefits based on a recurrence of the injury and/or illness shall be through a new application for Section 207-c benefits (see Appendix "A").

ARTICLE 24

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

This procedure is effective March 20, 2003

Introduction It is the policy of the Village of Briarcliff Manor, New York to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this policy to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with drugs or alcohol.

Section 1 Alcohol/Drug Testing

- 1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the Village may require such officer to submit to an alcohol test as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.00%. The test shall not be administered until thirty (30) minutes after notification to submit as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

Section 2 Testing Procedures

- 2.1 Tests for Alcohol:
 - 2.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath-testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.
 - 2.1.2 A department supervisor who has not observed or witnessed the alleged violation will administer the alcohol test. The supervisor shall be certified to use the Infra-Red Breath Test Device (i.e., Datamaster).
 - 2.1.3 The person designated to make the determination of reasonable suspicion shall not administer the test.

- 2.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.
- 2.1.5 Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours.
- 2.2 Tests for Prohibited Drugs:
 - 2.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.
 - 2.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test except as herein after described.
 - 2.2.3 The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for the substances set forth in 2.2.2. Any level which tests positive at the highest cutoff levels as set forth in Federal Regulations 49 CFR40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens, which are confirmed as positive in the GC/MS tests, are reported as such. Both specimens will be paid for by the Village.
 - 2.2.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two specimen bottles.
 - A. The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.
 - B. All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.
 - C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.

- D. If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second test is negative, no further action shall be taken against the employee.
- 2.2.5 Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
- 2.2.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.
- 2.2.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the Village shall not be obligated to pay the employee beyond the regular hours of work.
- 2.2.8 All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately proceeding or subsequent to a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The Village reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.
- 2.2.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3 Random Drug Testing

- 3.1 Random Drug Tests: The Village shall not administer random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.
- 3.2 PBA Observation: During random tests, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes

to respond to the testing location from the time contacted, at which time the testing shall begin.

- 3.3 Selection of Employees: The Village shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the Village shall provide the PBA with a list of all employees tested, as well as the computer-generated list, so the PBA can verify the randomness.
- 3.4 Limitations: No employee shall be subject to random drug testing more than two times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

- 4.1 Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") shall be the department head/supervisor who must be of the rank of Sergeant or above.
- 4.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.
- 4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undo delay in the testing process, the Village shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.
- 4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or

use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

- 4.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test. Supervisors who have completed the Municipal Police Training Council Supervisory Course or the refresher course within the preceding twelve month period will be considered as designated to determine reasonable suspicion.
- 4.6 Right to Representation: During reasonable suspicion testing, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
- 4.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a PBA representative, this explanation shall be made in the presence of a PBA representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

- 5.1 Due Process Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In the event the Village determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to 5711-q of the New York State Unconsolidated Laws, if available, to the employee. The Village shall provide the affected employee with a Notice of Discipline within fifteen (15) calendar days after removal.

- 5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee seeks evaluation and treatment pursuant to Section 6 of this procedure, the Village shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the police department.
- 5.3 Reassignment to Another Non-safety-sensitive Position: If the Village is not able to assign an employee to duties within the employee's job description pursuant to Section 5.2 above, the Village shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he/she has been assigned.
- 5.4 Leave Pending Disciplinary Action: If the Village is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 5.3 above, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6 below.
- 5.5 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.00%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

- 6.1 The Village will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The Village will provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. It is important to emphasize that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services after informing the Village, or seeking other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will be placed in a safety-sensitive position until all rehabilitation requirements are met. The safety of the Village's employees is the first and foremost concern. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to applicable law and the parties' collective bargaining agreement. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.

- 6.2 Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the department head or Mayor that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the Village and PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline.
- 6.3 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addition counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.
- 6.4 Rehabilitation Program: The Village shall make available to bargaining unit members, a rehabilitation program through the contractual health insurance provider.
- 6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the Village by the Substance Abuse Professional (SAP) or rehabilitation program. Such request shall be in writing.
- 6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or out-patient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws.
- 6.7 The Village will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.
- 6.8 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.

- 6.9 An employee who enters an Employee Assistance Program (EAP) shall not be entitled to enter such a program if he/she should again test positive, unless the Village shall agree. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, has become known to the Village through the employees involvement in an accident that resulted in physical injury or property damage, shall be able to enter an EAP only with the consent of the Village.
- 6.10 Follow-up Testing - Frequency: The number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The Village shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

Section 7 Disciplinary Procedure

- 7.1 If, as a result of a positive test, the Village believes that disciplinary action exists, then discipline may be sought. Time in service and prior offenses, or lack thereof, shall be considered in determining appropriate penalties to be sought together with any other relevant factors.
- 7.2 If the Village, as a result of a positive test takes any formal disciplinary action, it shall be processed through the procedures for disciplinary action set forth in the Collective Bargaining Agreement.

Section 8 Medical Review Officer

- 8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The Village and the affected employees shall agree on the appointment of an MRO. The employees consent to the appointment shall not be unreasonably withheld.
- 8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.

- 8.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- 8.4 The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Village Board and to the department head/supervisor. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 9 Program Confidentiality

- 9.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 9.2 All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
- 9.3 It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 10 Disputes - Grievance Procedure

- 10.1 Any dispute, violation, misapplication or misinterpretation of the Substance Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the Collective Bargaining Agreement.

Section 11 Department Head/Supervisor

- 11.1 The department head/supervisor must be of the rank of Sergeant or above for the purposes of this procedure.

ARTICLE 25

SEPARABILITY

If any provision of this Agreement violates any Federal or State Law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with such law; but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 26

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

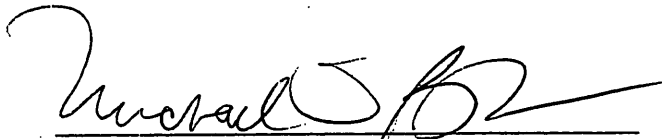
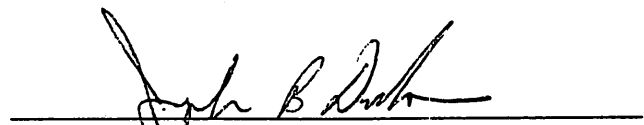
ARTICLE 27

TERM OF AGREEMENT

The term of this Agreement shall be from June 1, 2002 to and including May 31, 2005.

VILLAGE OF BRIARCLIFF MANOR

VILLAGE OF BRIARCLIFF MANOR
POLICEMEN'S BENEVOLENT
ASSOCIATION, INC.


Michael S. Blau, Village Manager
Joseph DePalo, President

APPENDIX "A"

THE VILLAGE OF BRIARCLIFF MANOR POLICE DEPARTMENT GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time
12. (a) _____
Name of Witness(es) and Address (if available)
(b) _____
(c) _____
13. (a) _____
Names of co-employees at the incident site
(b) _____
(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____
18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____
19. Name and address of attending physician _____

20. Name of Hospital _____
21. State name and address of any other treating physician(s) _____
22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)

(Date)

Application Received By:

(Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

**VILLAGE OF BRIARCLIFF MANOR
POLICE DEPARTMENT**

TO: _____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF BRIARCLIFF MANOR POLICE DEPARTMENT, OR ITS REPRESENTATIVES, INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARGES, PHYSICIAN NOTES, X-RAYS AND THE RESULTS OF ANY OTHER DIAGNOSTIC TESTS REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME ON ACCOUNT OF THE INJURY OR SICKNESS FOR WHICH I HAVE APPLIED FOR OR RECEIVED BENEFITS UNDER GENERAL MUNICIPAL LAW SECTION 207-c.

DATE OF OCCURRENCE FOR WHICH APPLICATION IS MADE:

Signature of Applicant

Date

(Type or Print Name)

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the ____ day of _____, _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public